

formance of all the stipulations on his part to be performed, and the realization of large profits by his good management of the business of the firm, he alleged that the defendants had, in the manner stated, declared the copartnership to be terminated, and were removing the stock and property of the firm to some other place, where they were carrying on a business in which the complainant had no interest.

Upon this bill, which contained many other averments of misconduct on the part of the defendants, and which prayed in a certain event, that the affairs of the firm might be wound up under the directions of the court, and the property distributed according to the rights of the parties, the Chancellor, according to one of its prayers, granted an injunction. Afterwards, the answer of the defendants being filed denying the misconduct imputed to them, an appeal from the order granting the injunction was prayed and the order reversed with costs, by the Court of Appeals, at June term, 1843, and the cause remanded to the Court of Chancery for further proceedings.

It was then, by an order passed on the 1st of May, 1845, referred to the Auditor to state an account between the parties, from the pleadings and proofs then in the cause and such other proofs as should, within a limited time, be laid before him. This duty the Auditor has performed, stating and reporting sundry accounts, to which the parties have filed exceptions, and these having been argued by their solicitors, in writing, are submitted for decision.

It appears by a settlement of the affairs of this concern on the 31st of January, 1843, when the partnership was dissolved, as before stated, that there was of merchandise on hand, the sum of \$34,985 19, and other assets amounting with the merchandise to the sum of \$67,988 44, from which deducting the liabilities of the firm, there remained a balance of \$4685 94, which, according to the articles of copartnership, was to be divided in the proportion of one-third to each partner, and gives to each the sum of \$1561 98. It appears further by the same settlement, however, that the complainant had drawn from the firm, and was at that time indebted to it in the sum of \$1697 83. Exceeding by \$135 85 his proportion of the profits.